

APPENDIX E-6 TO DIR CONTRACT NO. DIR-TSO-2539
SAMPLE ORDERING DOCUMENT
ORACLE UNIVERSITY LEARNING CREDITS



STATE OF TEXAS LEARNING CREDITS ORDER LETTER

Dear Oracle University Customer;

We would like to thank you for this opportunity in allowing Oracle University to support your company in its training needs.

Please fill in your information in the boxes below, and sign where indicated to confirm your order and to ensure your training account is set up correctly. In addition, we have outlined the process and the terms and conditions under which you may utilize your Learning Credits to order our training services and products.

Customer Information (required):

Customer Name:	
Point of Contact:	
Title:	
Address:	
City, State, Zip	
Email address	
Phone	
Fax	
List Learning Credits:	
Discount:	
Net Learning Credits:	
Total Fees Due:	
Payment Reference:	
Customer Signature:	
Date:	

Learning Credits Information and Terms and Conditions:

1. Upon receiving this information along with your Purchase Order, Oracle University will email you your specific account number.
2. Learning Credits may be used to acquire education products and services offered in the Oracle University online catalogue posted at www.oracle.com/education under the terms specified therein. Learning Credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified above. Notwithstanding anything to the contrary in the previous three sentences, Learning Credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. You may only use Learning Credits in the country in which you acquired them, may not use them as a payment method for additional Learning Credits, and may not use different Learning Credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning Credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using Learning Credits to order products or services.
3. Payment of the total fees specified above shall be in accordance with the Contracts for Products and Related Services between the State of Texas, acting by and through the Department of Information Resources, and Oracle America, Inc. ("Oracle"), effective _____ (DIR Contract No. DIR-TSO-2539; Oracle Contract No. US-GMA-225288) (the "DIR Agreement"). If the fees are not paid as described above, your ability to order Oracle products and services may be suspended until such fees are paid. No shipment is required with this order.
4. You agree that this letter is the complete agreement for the Learning Credits ordered by you, and that this letter supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Learning Credits. If any term of this letter is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this letter shall supersede the terms in any purchase order or other non-Oracle ordering document and no

terms included in any such purchase order or other non-Oracle ordering document shall apply to the Learning Credits ordered. This letter may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle.

5. You acknowledge that you are paying for services prior to performance, and you represent that you are authorized to do so under applicable law.
6. Learning Credits will not expire. You may cancel any unused Learning Credits purchased through this Order Letter. If you cancel unused Learning Credits, you will be entitled to a refund. Your cancellation notice must be provided in writing to Oracle.

The quote is valid through [_____], and becomes binding upon execution by you and acceptance by Oracle.